

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
WESTERN DIVISION

Civil Action No. 3:04-CV-30001 (MAP)

MICHAEL J. BARNETT, M.D.)

Plaintiff,)

EAST CAROLINA NEUROLOGY, INC.)

Defendant.)

AFFIDAVIT OF
DAVID E. CUNDIFF

David E. Cundiff, being first duly sworn, deposes and says:

1. I am, and at all times relevant to this action was, the administrator for East Carolina Neurology, Inc. ("ECN"), the defendant in this action.
2. ECN is a North Carolina corporation located in Greenville, North Carolina.
3. ECN's physicians serve as consultants in medical neurology to physicians and patients in eastern North Carolina. ECN operates a clinic and a magnetic resonance imaging ("MRI") center in Greenville, North Carolina, and is closely affiliated with East Carolina University School of Medicine. ECN draws its patients almost exclusively from the eastern third of the State of North Carolina.
4. ECN does not maintain a place of business in Massachusetts, is not licensed to do business in Massachusetts, and has no agents in Massachusetts.
5. ECN does not maintain any records in Massachusetts and does not advertise in or solicit business from physicians or patients in Massachusetts.

6. In mid-September, 2002, plaintiff spent several days in North Carolina. At that time, plaintiff visited ECN's offices and had a formal interview with representatives of ECN. At the end of plaintiff's interview, ECN offered him a contract for part-time employment.

7. In an email message to me dated November 5, 2002, plaintiff requested reimbursement from ECN for travel expenses associated with his "September scouting trip to North Carolina." A copy of plaintiff's email message is attached as Exhibit 1. ECN reimbursed plaintiff for his expenses as requested.

8. After his visit, upon information and belief, plaintiff returned to Massachusetts, and the parties exchanged telephone and email communications to negotiate the terms of an employment contract.

9. Plaintiff signed the final version of the contract and mailed it to ECN on or about October 22, 2002. A copy of a letter from plaintiff dated October 22, 2002, is attached as Exhibit 2.

10. Upon receipt of the signed contract from plaintiff, Donald L. Price, M.D., who was then ECN's President, signed it on behalf of ECN. A copy of the parties' contract is attached as Exhibit 3.

11. Under the contract, the parties agreed, among other things, that plaintiff would work at ECN a minimum of "two consecutive and consistent weekdays per week." See Exhibit 3, ¶ 15. Plaintiff had the opportunity to read all MRIs performed on those days and also was to read CTs, xrays, and ultrasounds. See *id.* Plaintiff's compensation for such readings was fixed according to a fee schedule set forth in the contract. See *id.* ¶ 8.

12. By its terms, the contract was subject to and governed by the laws of North Carolina. *See id.* ¶ 20.

13. The contract required that plaintiff be licensed to practice medicine and surgery in North Carolina, and ECN agreed to pay plaintiff's North Carolina licensure fee. *See id.* ¶¶ 2, 18. ECN also agreed to pay expenses associate with the relocation of plaintiff and his family to North Carolina up to \$8,000.00. *See id.* ¶ 17.

14. ECN agreed to take out and keep in force a policy of malpractice and professional liability insurance for plaintiff. *See id.* ¶ 13. ECN took out such a policy with the Medical Mutual Insurance Company of North Carolina.

15. Plaintiff began working at ECN on or about January 9, 2003. From on or about that date, plaintiff was present at ECN's MRI center in Greenville two days a week, as contemplated by the parties' contract, to perform radiology services. From in or about early January, 2003, until the date of his termination in March, 2003, plaintiff was present at ECN's MRI center a total of 20 days.

16. It is the practice at ECN for radiologists to perform all of their readings in ECN's MRI center, where there is a large reading room. No films are to be removed from the premises. ECN does not have facilities to permit its radiologists to view films by computer from a remote location.

17. Upon information and belief, all professional services rendered by plaintiff for ECN from on or about January 9, 2003, until the termination of his contract were rendered at ECN's MRI center in Greenville, North Carolina.

18. Soon after plaintiff began working at ECN, some physicians, including physicians at ECN and local physicians who had referred patients to ECN for testing, expressed concerns regarding the quality of plaintiff's readings.

19. In or about March, 2003, I learned that plaintiff had changed one of his MRI reports and apparently had removed the original report from the chart, rather than using an addendum to correct the original report.

20. A committee of ECN's Board of Directors was convened to review the concerns regarding plaintiff's performance, as well plaintiff's actions with regard to the alteration of the patient medical record.

21. The committee determined, among other things, that plaintiff had not complied with professionally accepted protocols for making corrections or additions to a medical record. The committee recommended that plaintiff's employment with ECN be terminated.

22. Based on the committee's determination and recommendation, ECN terminated its contract with plaintiff, effective March 21, 2003.

23. In 2000, ECN sought to fill vacant positions by placing notices in three professional journals with national distribution. ECN advertised an opening for a neuroimaging neurologist in *Archives of Neurology* in July and November, 2002, and in *AANews* in July, 2002. ECN also advertised in *Neurology* in September, 2002, openings for a neurologist, a pediatric neurologist, and a neuroimaging neurologist. Copies of the notices published by ECN are attached hereto as Exhibit 4.

24. As ECN's administrator, I have access to ECN's records, including patient records and employment records. In my capacity as administrator I have knowledge of the facts and circumstances related to plaintiff's employment at ECN, his actions with regard to the medical record mentioned above, and ECN's termination of plaintiff's employment contract. In that capacity, I am aware of the names and locations of individuals who have information relevant to this action and who might serve as witnesses at trial. I also am aware of the nature and location of documents concerning matters relevant to this action. A copy of ECN's Automatic Discovery Disclosures pursuant to Fed. R. Civ. P. 26(a)(1)-(2) and Local Rule 26.2(A) and (D), which list the names and addresses of individuals likely to have discoverable information in this case, as well as a description by category and the location of relevant documents, is attached hereto as Exhibit 5.

25. As set forth in Exhibit 5, there are at least sixteen individuals known to ECN who may have discoverable information about this case. Of those individuals, at this early stage in the litigation, it appears that at least ten may be core witnesses upon whose testimony ECN might rely at trial in its defense of this action.

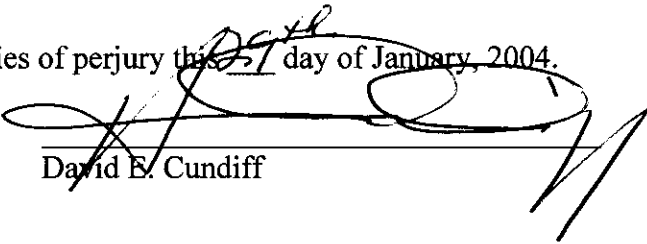
26. With the exception of plaintiff who, upon information and belief, resides in Massachusetts, all of the witnesses known to me and to ECN at this time reside in North Carolina. The majority of these witnesses work at ECN in Greenville, North Carolina. *See* Exhibit 5.

27. All of ECN's patient records, as well as all records and documents concerning plaintiff's employment at ECN, are located at ECN's offices in Greenville, North Carolina. *See id.* The patient records include MRI and other films. An MRI study typically includes four to eight separate films, which are housed in a jacket.

28. At this early stage of the litigation, it appears that there are approximately 25-30 patient records that potentially are relevant to this action. Given the typical size of an MRI study, the patient records are therefore voluminous.

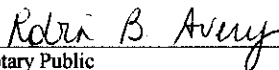
29. ECN's offices are located, upon information and belief, less than five miles from the federal courthouse for the United States District Court for the Eastern District of North Carolina, Greenville Division.

Signed under the pains and penalties of perjury this 25th day of January, 2004.


David E. Cundiff

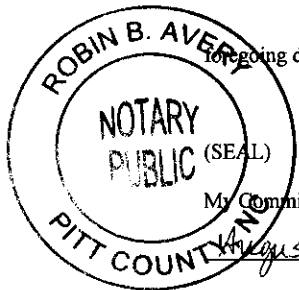
STATE OF NORTH CAROLINA)
COUNTY Pitt) ss.

Before the undersigned Notary Public in said County and State, appeared David E. Cundiff, who stated that he had read the foregoing document and that the statements in it are true and accurate upon his personal knowledge and belief.


Notary Public

My Commission Expires:

August 4, 2008



Robin Avery

From: michael protagonist [dontshoot@outgun.com]
Sent: Tuesday, November 05, 2002 1:48 PM
To: ravery@ecneurology.com
Subject: License update and reimbursement.

PICaughtBy: 1088|204|
PIChecked: true
PICheckedDate: 11/5/2002 1:55:49 PM
PIMessageID: AEDF5C7B-75D7-4306-BF38-21B0DE

Dear Dave....

I spoke with the license bureau again today. My file is complete with the exception of verifications from states regarding inactive licenses I held years ago. I called the appropriate states to try to get them to expedite matters. I will keep bugging them.

Once my file is complete they will offer me an interview. If all is done by December 13, I will come up for review sometime in late December I believe (these 2 state license verifications made me miss the November date). I will keep you informed.

The following are my reimbursable expenses from my September scouting trip to North Carolina. I am only asking for lodging and transportation expenses; I will pay for my own food and gas. Sorry it took so long but some of the expenses did not appear until my latest VISA bill. If you need copies of my VISA bill, let me know and I can forward them to you as documentation.

Airfare Hartford-RDU (Southwest Airlines)	\$285.50
Best Western Motel Chapel Hill (2-3 nights)	169.84
Jameson Inn Wilmington (1 night)	62.42
Enterprise Rentacar (smallest car available)	180.45
Avistar airport parking (Hartford)	29.76

TOTAL	727.97
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Thanks, Dave.

Take care,

Michael Barnett

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 Get your free email from <http://www.outgun.com>

106 Washington Avenue
Northampton, MA 01060
October 22, 2002

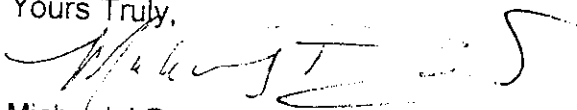
Dear Robin, Dave, Don, et.al.:

Enclosed are two copies of the contract, signed by me.

Please obtain the appropriate signatures as mutually agreed, and return a copy to me the day you receive this.

Thanks. I look forward to a long and fruitful professional relationship.

Yours Truly,

A handwritten signature in dark ink, appearing to read "Michael J. Barnett", written over a horizontal line.

Michael J Barnett, MD.

NORTH CAROLINA

CONTRACT AGREEMENT

PITT COUNTY

THIS CONTRACTUAL AGREEMENT, made this 20th day of September, 2002, by and between EAST CAROLINA NEUROLOGY, INC., a professional corporation organized under the laws of the State of North Carolina, hereinafter referred to as "Contractor", and Michael Barnett, M.D., a physician duly licensed to practice medicine in the aforesaid State, hereinafter referred to as "Contractee";

WITNESSETH:

THAT WHEREAS, Contractor, having been organized for the purpose of providing the general public with the services of physicians, and more particularly of physicians skilled in the specialty of neurology desires to employ Contractee to assist in his professional capacity in the fulfillment of the aforesaid purpose;

AND WHEREAS, Contractee, understanding and accepting the conditions of the contract set forth herein, desires to be under contract by Contractor to assist in his professional capacity as aforesaid.

NOTE, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, and of other good and valuable considerations, the parties do hereby covenant and agree together as follows:

1. Commencing on or about the 1st day of January, 2003, Contractor will contract Contractee on the understanding that Contractee will devote his utmost knowledge and best skill to the care of such patients as shall be entrusted to him under general rules from time to time promulgated by Contractor through its Board of Directors.
2. Contractee hereby pledges his active and industrious practice of his profession in Contractor's interest and his faithful adherence to the Principles of Medical Ethics of the American Medical Association. Contractee hereby specifically agrees and covenants that the occurrence of any one of the following events shall entitle Contractor, by a two-thirds (2/3's) vote of

its Board of Directors (Contractee, if a member of the Board, not voting), to discharge him from the contract with or without notice:

(a) the withdrawal or suspension of his license to practice medicine and surgery in North Carolina;

(b) the withdrawal or suspension of his license to dispense or prescribe narcotic drugs;

(c) his being held guilty of professional misconduct by any professional organization having jurisdiction;

(d) his inability to acquire medical liability insurance;

or
(e) his excessive use of alcohol or any addictive drug or other substance.

3. Contractor undertakes that in specific areas of diagnosis and treatment, Contractee's professional responsibility shall be unchallenged, and Contractor will not, through its Board of Directors or any of its officers or Contractees, direct, supervise or control Contractee in his professional care of any individual patient. This includes, but is not limited to, Contractee's control over MRI protocols on his patients. Provided always that this Section shall not prevent Contractor from

(a) promulgating general rules governing the rendering of medical services to patients, and

(b) relieving Contractee of the care of an individual patient when, in the opinion of Contractor's Board of Directors, Contractee is not observing such general rules or performing up to the standards required by Contractor.

4. Contractor hereby specifically undertakes to make available to Contractee the advice and assistance of all or any of its other physician-Contractees in the diagnosis and treatment of any case. Contractor shall furnish Contractee with an office, stenographic services, supplies and equipment, and such other facilities and services as are suitable to the position of the Contractee and necessary for the performance of his duties hereunder.

5. Contractee hereby specifically undertakes to advise and assist on request any other physician-Contractee of Contractor in the diagnosis and treatment of any case. Contractee shall have

the right to make use of such of his own property as he may desire and such property shall be and remain that of the Contractee.

6. Contractor agrees that in emergency situations Contractee may, in his sole discretion, seek advice and assistance from physicians not employed by Contractor. Contractee agrees that if he desires the advice or assistance of an outside physician in a non-emergency situation, he will follow such procedure as may be prescribed by Contractor for obtaining the same.

7. Contractee hereby expressly agrees and covenants that the compensation and benefits received by him under this Agreement shall satisfy and discharge in full all his claims upon Contractor for compensation in respect of his professional services. Contractee acknowledges that his service in the employment in no way confers upon him any ownership interest in or personal claim upon any fees charged by Contractor for his services, whether the same are collected during the contract or after the termination thereof, and he hereby disclaims and renounces any such interest or claim.

8. Contractee's compensation shall be fixed by Contractor's Board of Directors, and shall consist of payment for each MRI/MRA, CT, X-ray and Ultrasound the Contractee reads and interprets with a completed report. Payment will be made to the Contractee the 5th of the month for the previous months readings/interpretations. Fees are established as follows:

MRI or MRA	\$120.00 per scan first year
	\$125.00 per scan thereafter
CT	\$ 90.00 per scan
X-ray	\$ 7.00 set
Ultrasound	\$ 60.00 procedure

9. Contractor and Contractee agree that the Professional Corporation Act, Chapter 55B of the General Statutes of North Carolina, the Regulations of the Board of Medical Examiners of the State of North Carolina promulgated pursuant thereto, Contractor's Articles of Incorporation and By-Laws, together with all currently effective supplements, modifications, and regulations made thereunder, are hereby expressly referred to and specifically incorporated into this Agreement by reference and made a part hereof.

10. Contractee agrees that all new general rules and regulations, and all resolutions of Contractor's Board of Directors governing the employment of physicians generally, shall modify this Agreement as if they had been included in it and had been made part of it, provided always that no new rule, regulation or resolution affecting Contractee only shall modify this Agreement unless his consent be endorsed thereon.

11. The term of this contract shall be for two (2) years, with option for one additional year.

12. This Contract may be terminated by mutual agreement of both the Contractor and the Contractee; the Contract will terminated sixty (60) days after the date of such an agreement.

13. The Contractor shall take out and keep in force malpractice and professional liability insurance for the Contractee in an amount at least as great as One Million Dollars (\$1,000,000.00/\$3,000,000.00) to cover liabilities resulting to the Contractor and to the Contractee individually from the practice of medicine.

14. Any notice required hereunder shall be deemed sufficient and service thereof completed upon receipt, refusal or non-delivery of same if the same be in writing and hand delivered or addressed to the addressee at the last known post office address thereof in case of the Contractee or the registered office in the case of the Contractor, and mailed certified or registered mail, with return receipt requested, postage prepaid.

15. For the term of this Contract, Contractor guarantees Contractee a minimum of two consecutive regular and consistent weekdays of work per week, the two (2) days set by prior mutual agreement. Contractee will be given the opportunity to read all MRI cases performed on those days. Any additional days beyond these two (2) days per week must be by mutual agreement of both parties.

16. Contractee can take up to six (6) weeks (twelve work days) unpaid vacation at his discretion, upon giving Contractor prior notice. Additional vacation (excluding medical or family emergencies) must be by mutual agreement.

17. Contractor will pay for all of Contractee's and Contractee's families' relocation expenses up to a maximum of \$8000.00.

18. Contractor will pay for Contractee's North Carolina licensure fees.

19. Contractor agrees to add Contractee to their group medical insurance policy, offering Contractee the same coverage as partners with Contractee reimbursing the Contractor for the cost of the premiums.

20. This Agreement shall be subject to and governed by the laws of North Carolina irrespective of the fact that Contractee may be or may become a resident of another State.

21. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were not contained herein.

22. This Agreement shall be binding upon and inure to the benefit of the Contractor and the Contractee and their respective heirs, legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written, all in duplicate originals.

EAST CAROLINA NEUROLOGY, INC.

By: 

Donald L. Price, Jr., M.D.
President

(CORPORATE SEAL)

ATTEST:


Daniel O. Lee, M.D.
Secretary


Michael Barnett, M.D.

(SEAL)

MULTIPLE SPECIALTIES/GROUP PRACTICE**MIDWEST**

CHICAGO SUBURBS - Join premier 150-member physician-owned and directed multi-specialty group. Guaranteed salary plus bonus incentive. Partnership after second year. Outstanding salary potential! Desirable Chicago suburb 20 miles from Downtown Chicago. For more details, contact Ann Lamb at 800-851-8805, x3486; Fax: 314-726-0026; E-mail: alamb@cejka.com ID#21607NA. For more opportunities, visit: www.cejka.com

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NEUROLOGY OPPORTUNITY - CLEVELAND, OH. Join a successful private practice with one other Neurologist in Cleveland. Become a member of the practice or receive a net guarantee by the hospital. In either case, a competitive income and full benefits are offered. Call is 1:3. General Neurology with an opportunity to practice any special interests (sleep, pain, EMG, etc). Large referral base and supportive hospital administration. Contact Ann Lamb at 800-851-8805, x3486; Fax: 314-726-0026; E-mail: alamb@cejka.com ID#21577NA. For more opportunities, visit: www.cejka.com

NORTHEAST

NEUROLOGIST: Full-time position available in desirable Maryland suburb along Baltimore-Washington corridor. Send resume to Maryland Neurological Center, Ste 212, 11085 Little Patuxent Pkwy, Columbia, MD 21044. Fax: 410-730-1812.

NEUROLOGIST NEEDED to join an established, busy, solo practice in Pittsburgh area. BC/BE and excellent clinical skills are required. Active Clinical Research site. Flexibility a must. EMG experience a plus. Other sub-specialty interests welcomed. Fax your CV to 724-836-7452.

NEUROLOGIST NEEDED to join an established, busy solo practice in the metropolitan Tampa area. Board Certification or eligibility and excellent clinical skills are sought. Fellowship training and academic clinical experience would also be a bonus. Call: 813-878-2800 or Fax your CV and cover letter to 813-875-5213.

NEW YORK CITY - Established hospital based private practice seeks third BE/BC neurologist. This is an academic institution with resident training program. Candidate must be well motivated with strong clinical skills. Sub-specialty interests are encouraged but not required. Competitive salary and benefit package. Fax CV to 718-652-0559.

MID-HUDSON VALLEY, NEW YORK - July 2003 opening for BC/BE Neurologist. 65 miles from Manhattan. Join highly qualified physicians in a collegial practice setting. Progressive, premier multi-specialty group practice is among the fastest growing in the State. Excellent compensation/partnership track: outstanding opportunity. Reply H. Teitelbaum, MD, MBA, Crystal Run Healthcare, 155 Crystal Run Road, Middletown, NY 10941 or E-mail: hteitelbaum@crystalrunhealthcare.com

SOUTHEAST

TENNESSEE - Seven member Neurology group with established practice at large multi-facility medical center with university affiliation in a progressive metropolitan city with a suburban feel. Excellent coverage and call schedule. Competitive salary and benefits with partnership opportunity. BC/BE candidates respond with CV via E-mail to Neurogroup1@cs.com Or Reply to Box 2479, c/o NER, 515 N State St, 11th Fl, Chicago, IL 60610.

NORTH CAROLINA: NEUROIMAGING NEUROLOGIST. Neurologist with specialty training in Neuroimaging to affiliate with eleven neurologists in a private practice located in Greenville, NC. The practice owns and operates an ACR accredited MRI scanner with a large referral base. The position would include academic appointment at East Carolina University School of Medicine. Applicants should send CV to David E. Cundiff, Administrator, East Carolina Neurology, Inc. 2280 Hemby Lane, Greenville, NC 27834. Fax: 252-752-9607. or E-mail: dcundiff@ecneurology.com www.neurologychannel.com/ecn

NEUROLOGIST: BC/BE to join busy well established multi sub-specialty neurologic practice in a scenic area of Virginia, one to two hours drive from both Baltimore and Washington, DC. Practice in a high quality tertiary care hospital with a neurointensive care unit, sleep laboratory, electrodiagnostic center and state of the art neuroimaging including MRI and CT scanners. The ideal candidate should have additional training or a fellowship in a sub-specialty of neurology such as interventional pain, MRI or neuroimaging, neuromuscular disease, stroke or neurointensive care. Potential for in-hospital neuroimaging privileges for adequately trained individual. We have a thriving practice unencumbered by managed care in an area with quality of life second to none. We offer a complete, competitive compensation package with opportunity for early partnership. Please send reply with CV to Reply Box 2492, c/o NER, 515 N State St, 11th Fl, Chicago, IL 60610.

NORTH CAROLINA: GENERAL NEUROLOGIST - BE/BC neurologist to affiliate with eleven neurologists in a private practice located in Greenville, NC, a city in close proximity to a variety of vacation and recreational areas, ie: ocean, Outer Banks, beaches, sailing, sport fishing, tennis and golf. Cultural amenities available through the nearby University include an excellent art college, music school and drama department. Members of the group have academic appointment in a 940-bed fiscally stable teaching hospital associated with East Carolina University School of Medicine. The practice has all neurodiagnostic modalities including polysomnography, electromyography, EEG, ultrasound, x-ray and CT. We also own and operate an ACR accredited MRI center. A referral area of 1.6 million encompasses the eastern one-third of North Carolina. Applicants should send CV to David E. Cundiff, Administrator, East Carolina Neurology, Inc. 2280 Hemby Lane, Greenville, NC 27834. Fax: 252-752-9607. or E-mail: dcundiff@ecneurology.com www.neurologychannel.com/ecn

MIDWEST

NEUROLOGIST, WISCONSIN: Upcoming retirement of two area neurologist has created busy neurology group to seek 4th colleague. outstanding income/partnership. Community population of \$200,000 offering premier healthcare, education, sports and superb fine arts. Call: 800-796-1964 jean.ecos@medsearchinc.com

EXCELLENT OPPORTUNITY for a BC/BE Neurologist to join a growing multi-disciplinary practice specializing in interventional pain. Training will be available to learn the most advanced interventional pain techniques. Great recreational area and access to excellent schools. Competitive compensation and benefits. E-mail CV to kfshields@hotmail.com or Reply to Box 2500, c/o NER, 515 N State St, 11th Fl, Chicago, IL 60610.

KANSAS: Our multi-specialty group of 20 physicians is seeking a neurologist for our 150,000 service area. Guaranteed income, early partnership, lucrative financial future, call coverage provided. Practice in all areas of neurology including neuromuscular disorders, electrophysiology, and sleep. Neurology suite waiting for you. Regional medical center, fantastic quality of life. Contact Bill Sherriff. 800-533-0525, bsherriff@sherriff.com

SOUTHWEST

FARMINGTON, NEW MEXICO. BC/BE General Neurologist. Join a well established medical community in the Four Corners where you can enjoy both the Rocky Mountain beauty and the southwest culture. A great place to raise a family. offering world class golf, skiing, trout fishing, independent neurology practice, excellent equipment, competitive salary, relocation expenses, and more. Terri Smith, 888-282-6591, tsmith@sjrmc.net or Fax: 505-324-3370. www.lifeoursehealth.com

HOUSTON, TEXAS - Memorial Neurological Association, the premier neurology group in Houston, is seeking an additional Neurologist to join their expanding practice. Ideal candidate will be Texas licensed, have interest in Neuro-diagnostics; and be an aggressive self-starter. Enjoy attractive Call of 1:7, top earning potential, structured retirement planning, and future partnership. For consideration, contact Kathy Jordan at 800-851-8805, x3007; Fax: 314-726-0026; E-mail: kjordan@cejka.com ID#21235NA. For more opportunities, visit: www.cejka.com

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NORTH CAROLINA: NEUROIMAGING NEUROLOGIST. Neurologist with specialty training in Neuroimaging to affiliate with eleven neurologists in a private practice located in Greenville, NC. The practice owns and operates an ACR accredited MRI scanner with a large referral base. The position would include academic appointment at East Carolina University School of Medicine. Applicants should send CV to David E. Cundiff, Administrator, East Carolina Neurology, Inc. 2280 Hemby Lane, Greenville, NC 27834, Fax: 252-752-9607, or E-mail: dcundiff@ecneurology.com www.neurologychannel.com/ern

NEUROLOGIST: BC/BE to join busy well established multi sub-specialty neurologic practice in a scenic area of Virginia, one to two hours drive from both Baltimore and Washington, DC. Practice in a high quality tertiary care hospital with a neurointensive care unit, sleep laboratory, electrodiagnostic center and state of the art neuroimaging including MRI and CT scanners. The ideal candidate should have additional training or a fellowship in a sub-specialty of neurology such as interventional pain, MRI or neuroimaging, neuromuscular disease, stroke or neurointensive care. Potential for in-hospital neuroimaging privileges for adequately trained individual. We have a thriving practice unencumbered by managed care in an area with quality of life second to none. We offer a complete, competitive compensation package with opportunity for early partnership. Please send reply with CV to Reply Box 2492, c/o NER, 515 N State St, 11th Fl, Chicago, IL 60610.

NORTH CAROLINA: GENERAL NEUROLOGIST - BE/BC neurologist to affiliate with eleven neurologists in a private practice located in Greenville, NC, a city in close proximity to a variety of vacation and recreational areas, ie: ocean, Outer Banks, beaches, sailing, sport fishing, tennis and golf. Cultural amenities available through the nearby University include an excellent art college, music school and drama department. Members of the group have academic appointment in a 940-bed fiscally stable teaching hospital associated with East Carolina University School of Medicine. The practice has all neurodiagnostic modalities including polysomnography, electromyography, EEG, ultrasound, x-ray and CT. We also own and operate an ACR accredited MRI center. A referral area of 1.6 million encompasses the eastern one-third of North Carolina. Applicants should send CV to David E. Cundiff, Administrator, East Carolina Neurology, Inc. 2280 Hemby Lane, Greenville, NC 27834, Fax: 252-752-9607, or E-mail: dcundiff@ecneurology.com www.neurologychannel.com/ecn

MIDWEST

NEUROLOGIST, WISCONSIN: Upcoming retirement of two area neurologist has created busy neurology group to seek 4th colleague, outstanding income/partnership. Community population of \$200,000 offering premier healthcare, education, sports and superb fine arts. Call: 800-796-1964 jean.ecos@medsearchinc.com

EXCELLENT OPPORTUNITY for a BC/BE Neurologist to join a growing multi-disciplinary practice specializing in interventional pain. Training will be available to learn the most advanced interventional pain techniques. Great recreational area and access to excellent schools. Competitive compensation and benefits. E-mail CV to kfshields@hotmail.com or Reply to Box 2500, c/o NER, 515 N State St, 11th Fl, Chicago, IL 60610.

KANSAS: Our multi-specialty group of 20 physicians is seeking a neurologist for our 150,000 service area. Guaranteed income, early partnership, lucrative financial future, call coverage provided. Practice in all areas of neurology including neuromuscular disorders, electrophysiology, and sleep. Neurology suite waiting for you. Regional medical center, fantastic quality of life. Contact Bill Sherriff, 800-533-0525, bsherriff@sherriff.com

SOUTHWEST

FARMINGTON, NEW MEXICO. BC/BE General Neurologist. Join a well established medical community in the Four Corners where you can enjoy both the Rocky Mountain beauty and the southwest culture. A great place to raise a family, offering world class golf, skiing, trout fishing, independent neurology practice, excellent equipment, competitive salary, relocation expenses, and more. Terri Smith, 888-282-6591, tsmith@sjrnc.net or Fax: 505-324-3370. www.lifecoursehealth.com

HOUSTON, TEXAS - Memorial Neurological Association, the premier neurology group in Houston, is seeking an additional Neurologist to join their expanding practice. Ideal candidate will be Texas licensed, have interest in Neuro-diagnostics, and be an aggressive self-starter. Enjoy attractive Call of 1:7, top earning potential, structured retirement planning, and future partnership. For consideration, contact Kathy Jordan at 800-851-8805, x3007; Fax: 314-726-0026; E-mail: kjordan@cejka.com ID#21235NA. For more opportunities, visit: www.cejka.com

Archives Journal Readers Are Your Best Candidates

Expanding neurology opportunity in the Midwest.

Dakota Clinic, Ltd., a 175 physician owned multispecialty group based in Fargo, North Dakota, is expanding our neurology service to meet growing demand. We are seeking a BE/BC neurologist capable of doing EMGs to join our two board certified experienced neurologists. You will enjoy our new state-of-the-art clinic and hospital. We offer a very competitive salary that includes a complete benefits package. Fargo is an "All American City" of 160,000. We have three excellent universities, low crime, art organization, an award winning school system, great hunting, fishing, and less than an hour from hundreds of Minnesota's clear blue lakes. This is not a J-1 opportunity.

To receive our video and community/practice information, mail or fax your C.V. to:

Dick Reis, Physician Recruitment Manager,
Dakota Clinic, Ltd., 1702
South University Drive
Fargo, ND 58103
Fax number: (701) 364-3462
Toll free 1 (800) 882-7310
E-mail address: dries@dakcl.com
or visit our website at www.dakotaclinic.com

Covenant

Medical Group

Neurology - Lubbock, Texas

Covenant Medical Group (CMG), an affiliate of Covenant Health System, is recruiting two BE/BC neurologists. The medical group seeks general neurologists with special interests in headache, stroke, cognitive neurology, or movement disorders. CMG is a multi-specialty group of more than 220 physicians across West Texas and Eastern New Mexico delivering healthcare to 1.5 million lives. This position is located in Lubbock, Texas, a family oriented city of 200,000 and the major medical hub between Dallas and Albuquerque. Our physicians enjoy the benefits of metropolitan living, excellent school system, international airport, and a major Big 12 Conference University, Texas Tech University. We offer a competitive salary and an excellent benefit package that includes medical/dental insurance, life insurance, vacation/holidays, 403 (b), reimbursements for CME and other benefits. CV should include salary requirements and can be forwarded to:

Covenant Medical Group,
Attn: Kelly Reeves,
4102 24th Street, Suite 415, Lubbock, TX 79410
or Fax: (806) 723-6533
For telephone inquiries call: (806) 725-7875.
www.covmedgroup.org

NORTH CAROLINA

General Neurologist

BE/BC neurologist to affiliate with eleven neurologists in a private practice located in Greenville, NC, a city in proximity to a variety of vacation and recreational areas, i.e. ocean, Outerbanks, beaches, sailing, sport fishing, tennis, and golf. Cultural amenities available through the nearby university include an excellent art college, music school, and drama department. Members of the group have academic appointment in a 940-bed fiscally stable teaching hospital associated with the East Carolina University School of Medicine. The practice has all neurodiagnostic modalities including polysomnography, electromyography, EEG, ultrasound, x-ray and CT. We also own and operate an ACR accredited MRI Center. A referral base of 1.6 million encompasses the eastern one-third of North Carolina.

Pediatric Neurologist

Ideal combination of private neurology practice and medical school academic appointment in modern 940-bed hospital associated with regional rehabilitation center and East Carolina University School of Medicine. Teaching interest essential for pediatric and internal medicine house staff. BE/BC pediatric neurologist needed to join eleven physician neurology practice in North Carolina. The practice has all neurodiagnostics modalities including polysomnography, electromyography, EEG, ultrasound, x-ray, and CT. We also own and operate an ACR accredited MRI center. The referral area of 1.6 million encompasses the eastern one-third of North Carolina.

Neuroimaging Neurologist

Neurologist with specialty training in neuroimaging to affiliate with eleven neurologists in a private practice located in Greenville, NC. The practice owns and operates an ACR accredited MRI scanner with a large referral base. The position would allow for a combination of clinical and neuroradiologic responsibilities and would include academic appointment at East Carolina University School of Medicine. Applicants should send CV to:

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